

**BOULT
CUMMINGS
CONNERS
& BERRY** PLC

Jon E. Hastings
(615) 252-2306
Fax: (615) 252-6306
Email: jhastings@bccb.com

LAW OFFICES
414 UNION STREET, SUITE 1600
POST OFFICE BOX 198062
NASHVILLE, TENNESSEE 37219

November 13, 2000

RECEIVED
NOV 13 198
TELEPHONE (615) 244-2582
FACSIMILE (615) 252-2380
INTERNET WEB <http://www.bccb.com/>
EXECUTIVE SECRETARY

BY HAND DELIVERY

K. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: Petition for Arbitration of MCImetro Access Transmission Services, LLC and Brooks Fiber Communications of Tennessee, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996
Docket No. 00-00309

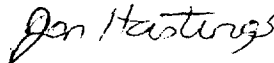
Dear Mr. Waddell:

Enclosed for filing in your office please find the original plus thirteen copies of the Tennessee Matrix of Unresolved Issues filed on behalf of MCImetro Access Transmission Services, LLC, Brooks Fiber Communications of Tennessee, Inc. and BellSouth Telecommunications, Inc.

Should you have questions, please give me a call.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC



Jon E. Hastings

JEH/sja
Enclosures

POSTED
11/14/00

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

ISSUES	WORLDCom POSITION	BELLSouth POSITION
<p>ISSUE 1: Should the electronically ordered NRC apply in the event an order is submitted manually when electronic interfaces are not available or not functioning within specified standards or parameters?</p>	<p>Yes. When BellSouth provides an electronic interface to itself, but fails to provide an electronic interface to WorldCom, BellSouth should not be able to impose a manual ordering charge.</p> <p>Proposed Remedy: WorldCom's proposed language in Attachment 1, Section 2.9.1 (as revised) should be adopted.</p>	<p>No. Manual ordering charges should apply when WorldCom places an order manually, either for its own business reasons or because BellSouth does not have an electronic interface that will allow WorldCom to place orders electronically. BellSouth is not required to provide electronic ordering for all unbundled network elements, but WorldCom proposes to be charged a price for electronic ordering regardless of whether BellSouth provides that capability.</p> <p>Proposed Remedy: Reject WorldCom's proposed language in the last sentence of Section 2.9.1 in Attachment 1.</p>
<p>ISSUE 3: Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained?</p>	<p>Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth is only obligated by Section 251(c)(4) of the 1996 Act and the FCC's Rule 51.605(a) to offer a resale discount on telecommunications services that BellSouth provides at retail to subscribers who are not telecommunications carriers. Exchange access services are generally not offered at retail to subscribers who are not telecommunications carriers. Consequently, the resale discount does not apply to services in the access tariff, particularly since, as the FCC has</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		<p>concluded, BellSouth does not avoid any "retail" costs in selling access services at "wholesale."</p> <p>Proposed Remedy: Adopt BellSouth's proposed language instead of that proposed by WorldCom.</p>
<p>ISSUE 5: Should BellSouth be required to provide OS/DA as a UNE?</p>	<p>Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order by offering effective selective routing.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>No. BellSouth is not required to provide to provide operator services (OS) or directory assistance (DA) services because BellSouth provides customized routing in accordance with applicable FCC rules.</p> <p>Proposed Remedy: Reject WorldCom's proposed language.</p>
<p>ISSUE 6: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?</p>	<p>Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>No. Neither the 1996 Act nor the FCC regulations promulgated thereunder require BellSouth to offer to CLECs combinations of UNEs which are not currently combined in BellSouth's network.</p> <p>Proposed Remedy: Reject WorldCom's proposed language.</p>
<p>ISSUE 8: Should UNE specifications include non-industry standard, BellSouth proprietary specifications?</p>	<p>No. Only industry standard specifications should be used.</p> <p>Proposed Remedy: BellSouth's proposed specification should not be referenced or included in the agreement.</p>	<p>Although industry standards provide useful guidance for the provision and maintenance of UNEs, there are no industry standards at present for every UNE. BellSouth has developed standards in cases where no industry standard exists which should be incorporated into the parties' interconnection agreement.</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		<p>Proposed Remedy: Adopt BellSouth's proposed Appendix 1 and other proposed language to which WorldCom has disagreed relating to this issue in sections 4.3.-4.14 of Attachment 3.</p>
<p>ISSUE 15: When WorldCom customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to a WorldCom via Feature Group D signaling from the point of origination?</p>	<p>Yes. This information is needed to alert WorldCom to the number of the calling party and any calling restrictions on the line.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>BellSouth will provide Feature Group D signaling with customized routing to WorldCom when WorldCom acquires the so-called "UNE-platform" (UNE-P).</p> <p>Proposed Remedy: Reject WorldCom's proposed language in the last sentence of 7.2.1.16.</p>
<p>ISSUE 18: Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by WorldCom so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to WorldCom switches and to the switches or wire centers of other requesting carriers?</p>	<p>Yes. BellSouth is required to provide dedicated interoffice transmission facilities (where such facilities currently exist) to the locations and equipment designated by WorldCom, including network nodes connected to WorldCom switches and to the wire centers and switches of other requesting carriers.</p> <p>Proposed Remedy: WorldCom's proposed language (as revised) should be adopted.</p>	<p>The FCC's rules only require BellSouth to unbundle dedicated transport in BellSouth's network and specifically exclude transport between other carriers' locations. BellSouth is not required to offer, and certainly not required to build, dedicated transport facilities between WorldCom network locations, whether they be nodes or network switches or between WorldCom's network and another carrier's network.</p> <p>Proposed Remedy: Adopt only the language to which both parties have agreed, as such language tracks the FCC rule regarding dedicated transport.</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

<p>ISSUE 19: How should BellSouth be required to route OS/DA traffic to WorldCom's operator services and directory assistance platforms?</p>	<p>WorldCom should have the option of having OS/DA traffic delivered to its OS/DA platforms using either shared transport or dedicated transport. Under either option, BellSouth should use a compatible signaling protocol from the point of origination.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth will route WorldCom's operator services and directory assistance traffic (when WorldCom acquires unbundled switching or the UNE platform (UNE-P)) in the same manner as BellSouth routes operator services and directory assistance traffic for its own end user customers.</p> <p>Proposed Remedy: Reject WorldCom's proposed language in Attachment 3, Sections 7.3.2.2, 7.3.2.3, 7.6.4, and 14.2.1.5. Adopt BellSouth's proposed language instead of that proposed by WorldCom in Attachment 3, Section 14.2.8 and Attachment 9, Section 2.8.1. Reject WorldCom's language in Attachment 9, Section 2.8.1.1. Adopt BellSouth's language instead of that proposed by WorldCom in Attachment 9, Section 3.2.1.1. Reject WorldCom's proposed language in Attachment 9, Sections 3.5.2 and 3.5.3.</p>
<p>ISSUE 22: Should the interconnection agreements contain WorldCom's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations?</p>	<p>Yes. The interconnection agreements should contain WorldCom's proposed terms addressing line sharing that are contained in a recent proposal made by WorldCom based on BellSouth's agreement with COVAD.</p> <p>Proposed Remedy: WorldCom's proposed language (as revised) should</p>	<p>No. BellSouth's proposed line sharing language should be included in the parties' interconnection agreement in favor of WorldCom's. Unlike WorldCom's proposal, BellSouth's proposed terms are consistent with the FCC's rules and are the product of numerous meetings among BellSouth and various</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

	be adopted and BellSouth's proposed language should be rejected.	Competitive Local Exchange Carriers ("CLECs"). Proposed Remedy: Adopt BellSouth's proposed language attached as Exhibit 1 to BellSouth's Response to WorldCom's Petition for Arbitration
ISSUE 23: Does WorldCom's right to dedicated transport as an unbundled network element include SONET rings?	Yes. WorldCom's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network. Proposed Remedy: WorldCom's proposed language (as revised) should be adopted.	If a SONET ring currently exists, BellSouth will provide WorldCom with dedicated transport over that ring. However, if a SONET ring does not currently exist, BellSouth is not obligated to construct one in order to provide WorldCom unbundled dedicated transport. Proposed Remedy: Reject WorldCom's proposed language. Also reject WorldCom's proposed language in Attachment 3, Section 10.5.6.4.
ISSUE 28: Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media?	Yes. BellSouth should provide the calling name database via electronic download or on magnetic tape. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	No. BellSouth is not required by the FCC's rules to provide a download, electronically or by any other media, of BellSouth's calling name ("CNAM") database, as WorldCom is requesting. BellSouth is only required to provide access to the data contained in the database, which BellSouth does. Proposed Remedy: Reject WorldCom's proposed language in Attachment 3, Section 13.7. Adopt BellSouth's proposed language in Attachment 3, Section 11.7.

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

<p><u>ISSUE 29:</u> Should calls from WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking?</p>	<p>Yes. Calls from WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking. Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>WorldCom should gain access to BellSouth customers using UniServe® or ZipConnect® in the same manner as does BellSouth and other local exchange providers. Proposed Remedy: Reject WorldCom's proposed language.</p>
<p><u>ISSUES 34 AND 35:</u> Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic?</p>	<p>Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of two-way trunks where it makes sense and the provisioning arrangements can be mutually agreed upon. Proposed Remedy: Reject WorldCom's proposed language in Attachment 4, Section 2.1.2, Adopt BellSouth's proposed language in Attachment 4, Sections 2.1.1.2, 2.1.1.8. BellSouth understands Issue 35 has been resolved.</p>
<p><u>ISSUE 36:</u> Does WorldCom, as the requesting carrier, have the right pursuant to the</p>	<p>Yes. WorldCom has the right pursuant to the Act, the FCC's Local Competition Order, and</p>	<p>WorldCom has the right to designate the point of interconnection at any technically feasible point for</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

<p>Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point?</p>	<p>FCC regulations to designate the network point (or points) of interconnection at any technically feasible point. This includes WorldCom's right to designate a single point of interconnection (such as at BellSouth's access tandem) for termination of traffic throughout the LATA. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>its originating traffic. However, WorldCom should bear the cost of any facilities that BellSouth must provide on WorldCom's behalf in order to extend BellSouth's local network to the point of interconnection that WorldCom designates. BellSouth's position on this issue is consistent with the position advocated by WorldCom in comments filed with the FCC in 1996. Proposed Remedy: Reject WorldCom's proposed language in Attachment 3, Sections 1.3 and 1.3.1. Adopt BellSouth's proposal that where the parties cannot agree on the point of interconnection, then each party shall have the right to choose its point of interconnection for its originating traffic.</p>
<p><u>ISSUE 37:</u> Should BellSouth be permitted to require WorldCom to fragment its traffic by traffic type so it can interconnect with BellSouth's network?</p>	<p>No. WorldCom should have the right to require the use of two-way trunks and to combine local, intraLATA and transit traffic on one trunk group. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>The parties generally agree on the different trunk groups that such should be used to interconnect their respective networks. The only dispute concerns transit traffic, which BellSouth believes should be carried on separate trunk groups in order to ensure the correct billing of such traffic. Proposed Remedy: Reject WorldCom's proposed language in Attachment 4, Section 2.2.7.</p>
<p><u>ISSUE 39:</u> How should Wireless Type 1 and</p>	<p>BellSouth should be required to turn over to the</p>	<p>This issue deals with whether wireless traffic</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

<p>Type 2A traffic be treated under the interconnection agreements?</p>	<p>terminating carrier the reciprocal compensation payment that it receives from WorldCom for terminating this traffic. BellSouth is entitled to receive and retain a transiting fee; it is not entitled to retain the payment for reciprocal compensation. Proposed Remedy: BellSouth's proposed language should be rejected.</p>	<p>should be treated as transit traffic for routing and billing purposes. For Wireless Type 1 traffic, BellSouth is unable to determine whether or not the transiting function is being performed. As a result, BellSouth proposes that traffic involving wireless carriers be treated as if it were land-line traffic originated by either BellSouth or WorldCom. For Type 2A traffic, this arrangement will continue until the involved parties have the necessary Meet Point Billing system capabilities. Proposed Remedy: Adopt BellSouth's proposed language in Attachment 4, Section 9.7.2.</p>
<p>ISSUE 40: What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation?</p>	<p>The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>IP Telephony is telecommunications service that is provided using Internet Protocol (IP) for one or more segments of the call. To the extent technically feasible, reciprocal compensation should apply to local telecommunications provided via IP Telephony. However, long distance calls, irrespective of the technology used to transport them, constitute switched access traffic and not local traffic for which access charges should apply. Proposed Remedy: Adopt BellSouth's proposal that inter-exchange traffic</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		switched or transported using IP telephony is switched access traffic and is not local traffic subject to reciprocal compensation.
ISSUE 42: Should WorldCom be permitted to route access traffic directly to BellSouth end offices or must it route such traffic to BellSouth's access tandem?	WorldCom should be permitted to route terminating switched access traffic directly to BellSouth end offices. Under BellSouth's proposed requirement for WorldCom to route all traffic to the BellSouth access tandem, WorldCom would be precluded from offering competitive tandem switching and transport services to other carriers. Proposed Remedy: BellSouth's proposed language should be rejected.	WorldCom should not be permitted to disguise switched access traffic as local traffic by routing such switched access traffic over local interconnection trunks. The handling of switched access traffic should be governed pursuant to switched access tariffs. Although couched as an issue concerning "tandem switching," WorldCom is seeking to avoid paying switched access charges, which the Authority should not permit. Proposed Remedy: Adopt BellSouth's proposed language.
ISSUES 45 AND 48: How should third party transit traffic be routed and billed by the parties?	From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option). Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	While BellSouth is willing to route local transit traffic, WorldCom wants BellSouth to pay reciprocal compensation for such traffic terminating to WorldCom, which BellSouth is not obligated to do. WorldCom should seek such compensation from the originating carrier, which in this instance is not BellSouth. BellSouth understands Issue 45 has been resolved. Proposed Remedy: Reject WorldCom's language in Attachment 4, Section 9.7.1 and 10.7.1.1 and 10.7.2. Adopt BellSouth's proposed

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		language in Attachment 4, Section 10.7.3.
ISSUE 46: Under what conditions, if any, should the parties be permitted to assign an NPA/NXX code to end users outside the rate center in which the NPA/NXX is homed?	<p>The parties should be permitted to assign NPA/NXX codes to end users anywhere within the LATA. BellSouth does this today with respect to services such as foreign exchange (FX) services and its primary rate ISDN extended reach service (ERS). BellSouth should not be permitted to impose restrictions on WorldCom's ability to assign NPA/NXX codes to WorldCom's end-users.</p> <p>Proposed Remedy: BellSouth's proposed language should be rejected.</p>	<p>BellSouth is not attempting to restrict WorldCom's ability to allocate numbers out of its assigned NPA/NXX codes to its end users. However, if WorldCom gives a telephone number to a customer who is physically located in a different local calling area than the local calling area where that NPA/NXX is assigned, calls originated by BellSouth end users to those numbers are not local calls and thus no reciprocal compensation would apply. Furthermore, WorldCom should identify such long distance traffic and pay BellSouth for the originating switched access service BellSouth provides on those calls.</p> <p>Proposed Remedy: Adopt BellSouth's proposed language in Attachment 4, Section 9.4.6.</p>
ISSUE 47: Should reciprocal compensation payments be made for ISP bound traffic?	<p>Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier. The terminating carrier incurs the cost of termination for ISP-bound calls in the same way as for any other local call.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed</p>	<p>Reciprocal compensation should not apply to ISP-bound traffic. Based on the Act and the FCC's First Report and Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic. ISP-bound traffic constitutes exchange access service, which is clearly interstate and not local traffic. Nevertheless, without waiving its rights, BellSouth is willing to abide</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

	language should be rejected.	by the prior Authority decisions on this issue until the FCC establishes an inter-carrier compensation mechanism for ISP-bound traffic. Proposed Remedy: Adopt BellSouth's language instead of that proposed by WorldCom.
ISSUE 51: Under what circumstances is BellSouth required to pay tandem charges when WorldCom terminates BellSouth local traffic?	BellSouth is required to pay tandem charges whenever WorldCom's network provides functionality equivalent to that of a tandem switch. In particular, such compensation is required when a WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	WorldCom should only be compensated for the functions that it provides. The FCC directed state commissions to 1) "consider whether new technologies performed functions similar to those performed by an incumbent LEC's tandem switch ..." and 2) where the new carrier's switch serves a geographic area comparable to that served by the incumbent local exchange carrier's tandem switch, the appropriate proxy for the new carrier's costs is the incumbent's tandem interconnection rate. Because WorldCom's local switch does not perform the same functions or serve the same geographic area as BellSouth's tandem switch, WorldCom is not entitled to reciprocal compensation at the tandem interconnection rate. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 52: Should BellSouth be required to pay access charges to MCIW for non-	Access charges should always be assessed against the intraLATA toll carrier. Proposed Remedy:	BellSouth should not be required to pay WorldCom access charges for intraLATA calls made by

TENNESSEE MATRIX OF UNRESOLVED ISSUES

DOCKET NO. 00-00309

NOVEMBER 13, 2000

presubscribed intraLATA toll calls handled by BellSouth?	WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	non-BellSouth customers that are handled by BellSouth. BellSouth proposes that, for non presubscribed intraLATA traffic, the originating LEC should compensate the terminating LEC at the intrastate switched access rate levels for the services provided. Proposed Remedy: Reject WorldCom's proposal that for intraLATA toll calls originating on an independent telephone company's network, and using BellSouth as an intraLATA toll carrier, BellSouth should transmit its own carrier identification code (CIC) to WorldCom.
ISSUE 54: Should security charges be assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed?	Security costs for collocation in central offices should be assessed to all parties, including BellSouth, on a per square foot basis. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth proposes that the costs of a security system should be allocated among all those who benefit from such a system. WorldCom's proposal that BellSouth should allocate security costs based on the square footage occupied by BellSouth and each collocater is unreasonable and impractical. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 55: Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application?	Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application. Proposed Remedy: WorldCom's proposed	BellSouth proposes the following intervals for physical collocation in accordance with the FCC's Order. These intervals would be in conjunction with the intervals and procedures set forth in the

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

	language should be adopted.	FCC's Order which would replace the current intervals and procedures set forth in the agreement. BellSouth proposes that the space availability response interval be ten calendar days from BellSouth's receipt of the collocation application. BellSouth will also provide information as to whether the application is complete or accurate within 10 calendar days of receipt of the application. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 56: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to provide DC power to adjacent collocation space?	Yes. BellSouth should be required to provide DC power to adjacent collocation space. Proposed Remedy: WorldCom's proposed language should be adopted.	No. The FCC rules do not require BellSouth to provide DC power in an adjacent collocation arrangement. In making adjacent collocation arrangement available, BellSouth will treat WorldCom in a nondiscriminatory manner, which does not require that DC power be provided, since in BellSouth's remote terminal sites, AC power runs to the site, which BellSouth "converts" to DC power inside the remote terminal location. Furthermore, in order to provide DC power, approval must be obtained from the appropriate local authority given that Article 225 of the National Electric Safety Code does not specifically allow power circuits to be run between buildings with different owners.

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 59: Should collocation space be considered complete before BellSouth has provided WorldCom with cable facility assignments ("CFAs")?	No. Collocation space is unusable until CFAs have been provided and therefore should not be considered complete until they are provided. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth's position is that the collocation space is complete once all work done by BellSouth or its certified vendors on behalf of BellSouth is complete. WorldCom contends that BellSouth should provide the CFAs before the space is completed. BellSouth cannot provide CFAs until WorldCom informs BellSouth of the frame locations and designations of WorldCom's cables once they have been terminated. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 60: Should BellSouth provide WorldCom with specified collocation information at the joint planning meeting?	Yes. The requested information (including information on power connectivity, cable type and termination requirements, and identification of technically feasible demarcation points) should be provided at the joint planning meeting. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth has committed to provide WorldCom, to the extent it is available, information that WorldCom reasonably requires to begin its design plans for collocation space. If the information is not available at the joint planning meeting, BellSouth will provide such information within thirty (30) calendar days thereafter. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 61: For purposes of the interconnection agreement between WorldCom and BellSouth, should the per ampere rate for the provision of DC power to	The rate proposed by WorldCom in Attachment 1 to its proposed interconnection agreement should apply on a per used ampere basis, taking into account the rated capacity	The rate for DC power should be calculated based upon fused capacity which BellSouth is required to provide WorldCom. Rather than measuring power consumption, BellSouth

TENNESSEE MATRIX OF UNRESOLVED ISSUES

DOCKET NO. 00-00309

NOVEMBER 13, 2000

WorldCom's collocation space apply to amps used or to fused capacity?	<p>of the equipment actually installed in the collocation space.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>applies a factor to the rate power consumption provided by the manufacturer of the equipment in WorldCom's collocation space in order to determine power costs. Central office equipment is normally turned on all the time, and BellSouth must build its power plant to assure that its needs and all collocators' needs are met as well.</p> <p>Proposed Remedy: Adopt BellSouth's proposed language in favor of that proposed by WorldCom.</p>
ISSUE 62: Should BellSouth be required to provision caged physical collocation space (including provision of the cage itself) within 90 days and cageless and virtual collocation within 45 days?	<p>Yes. BellSouth should be required to provision caged physical collocation space within 90 days and cageless and virtual collocation within 45 days.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth proposes the following intervals for physical collocation in accordance with the FCC's Order. These intervals would be in conjunction with the intervals and procedures set forth in the FCC's Order which would replace the current intervals and procedures set forth in the agreement. Physical collocation provisioning intervals would be no greater than 90 calendar days for caged and cageless collocation from the date of application. BellSouth proposes 50 calendar days for virtual collocation under ordinary conditions, and 75 calendar days under extraordinary conditions.</p> <p>Proposed Remedy: Adopt BellSouth's proposed language in favor of that proposed by WorldCom in</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		Attachment 5, Section 7.19.
ISSUE 63: For purposes of the interconnection agreement between WorldCom and BellSouth, is WorldCom entitled to use any technically feasible entrance cable, including copper facilities?	Yes. WorldCom is entitled to use any technically feasible entrance cable, including copper facilities. Proposed Remedy: WorldCom's proposed language should be adopted.	Under the FCC rules, BellSouth is required to provide at least two interconnection points at a premises "at which there are at least two entry points for the incumbent LEC's cable facilities, and at which space is available for new facilities in at least two of those entry points." In the event there is only one entrance point, WorldCom can visually verify that another entrance point does not exist, which does not require a formal tour. If the fact that there is no entrance space available be reason for denying a request for collocation, BellSouth will include that office on its space exhaust list as required. BellSouth should not be required to incur the time and expense of maintaining a waiting list just because dual entrance facilities may not be available. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 64: Is WorldCom entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify WorldCom when space	WorldCom should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a waiting list for entrance space and notify WorldCom when space becomes available. Proposed Remedy:	BellSouth has no objection to WorldCom visually verifying that another entrance point does not exist. However, BellSouth is not required to provide a "formal tour" of the central office. BellSouth is not required to incur the time and expense of maintaining

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

becomes available?	WorldCom's proposed language should be adopted.	a waiting list simply because dual entrance facilities may not be available. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 65: What information must BellSouth provide to WorldCom regarding vendor certification?	BellSouth must provide WorldCom sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that WorldCom can train its proposed vendors. The brochures that BellSouth has provided to WorldCom are not sufficient for this purpose. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth must provide WorldCom sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that WorldCom can train its proposed vendors. The brochures that BellSouth has provided to WorldCom are not sufficient for this purpose. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 66: For purposes of the interconnection agreement between WorldCom and BellSouth, what industry guidelines or practices should govern collocation?	The agreements should include the guidelines proposed by WorldCom in Attachment 5 to its proposed interconnection agreement, with updated references to GR-63 and GR-1275. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth is willing to comply with generally accepted industry practices in the provision of physical collocation to the extent it has control over the subject matter thereof. While BellSouth strives to comply with all applicable standards, BellSouth does not have control over all the acts of CLECs collocated within its central offices and should not be expected to meet any standards to the extent BellSouth does not have such control. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 67: When WorldCom has a license to use BellSouth rights-	Yes. WorldCom should not be required to forfeit its license rights, and possibly	No. BellSouth should be able to sell or otherwise convey its property without

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to WorldCom's license?	strand facilities, when BellSouth conveys the underlying property. Proposed Remedy: WorldCom's proposed language in Attachment 6, Section 3.6 should be adopted.	restriction so long as BellSouth gives WorldCom reasonable notice of such sale or conveyance. Proposed Remedy: Adopt BellSouth's proposed language in Attachment 6, Section 3.6.
ISSUE 68: Should BellSouth require that payments for make-ready work be made in advance?	No. A requirement for advance payment would create delays and would not be commercially reasonable. It would be commercially reasonable for WorldCom to pay invoices for such work within 14 days of receipt. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	WorldCom should be required to pay in advance for any work WorldCom requests BellSouth to perform as do other CLECs that have signed BellSouth's standard license agreement. BellSouth should not be required to finance WorldCom's business plans. Proposed Remedy: Adopt BellSouth's proposed language in Attachment 6, Section 4.7.3. Adopt BellSouth's proposed language instead of WorldCom's proposed language in Attachment 6, Section 5.6.1.
ISSUE 75: For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls?	The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier. Proposed Remedy: BellSouth's proposed language should be rejected.	The local carrier (such as WorldCom) serving the end user via Interim Number Portability facilities is responsible for paying for collect calls, third number calls or other operator handled calls incurred by the end user. WorldCom is BellSouth's customer of record when INP is used, has all of the information necessary to bill the end user and can put a block on such calls thereby avoiding the issue entirely. Proposed Remedy: Adopt

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		BellSouth's proposed language in Attachment 7, Section 2.6.
ISSUE 80: Should BellSouth be required to provide an application-to-application access service order inquiry process?	<p>Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request. BellSouth should be required to allow WorldCom to order DS1 loop-transport combinations using an electronic ASR.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>No. BellSouth has provided the Exchange Access Control and Tracking ("EXACT") electronic ordering system for the processing of Access Service Requests ("ASRs") submitted by Interexchange Carriers ("IXCs") for access services. Although local interconnection trunks also are ordered via an ASR, WorldCom can order all UNEs via a Local Service Request ("LSR") through one of BellSouth's UNE ordering interfaces and thereby obtaining the pre-ordering information it desires.</p> <p>Proposed Remedy: Reject WorldCom's proposed language in Attachment 8, Sections 2.1 and 2.2.3.</p>
ISSUE 81: Should BellSouth provide a service inquiry process for local services as a pre-ordering function?	<p>Yes. BellSouth should provide service inquiry as a pre-ordering function, not solely as an ordering function. WorldCom needs information on the availability of facilities at the pre-ordering stage in order to be able to effectively market its competitive local services.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>BellSouth currently provides a service inquiry process for CLECs for local services when appropriate. The service inquiry process provided to WorldCom is accomplished in substantially the same time and manner as BellSouth provides for itself. To the extent WorldCom wants BellSouth to provide information to assist WorldCom in developing sales proposals, this request should be handled through the Change Control Process rather than in this</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		<p>arbitration.</p> <p>Proposed Remedy: Reject WorldCom's proposed language in Attachment 8, Section 2.2.1.</p>
<p>ISSUE 94: Should BellSouth be permitted to disconnect service to WorldCom for nonpayment?</p>	<p>No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth should be permitted to disconnect service to any CLEC that fails to pay billed charges that are not disputed within the applicable time period. Without the ability to disconnect service for nonpayment, WorldCom has little incentive to pay its bills. Also, WorldCom should not be, and by terms of the 1996 Act, cannot be treated differently from any other CLEC with respect to bill payment.</p> <p>Proposed Remedy: Adopt BellSouth's proposed language instead of that proposed by WorldCom.</p>
<p>ISSUE 95: Should BellSouth be required to provide WorldCom with billing records with all EMI standard fields?</p>	<p>BellSouth should be required to provide WorldCom with complete EMI billing records, not simply the subset of such information contained in ADUF, ODUF, and EODUF.</p> <p>Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth provides and is willing to continue to provide WorldCom with billing records consistent with EMI guidelines. However, the agreement should make clear how these records will be provided, which WorldCom's proposal does not do.</p> <p>Proposed Remedy: Reject WorldCom's proposed Customer Usage Data language in Attachment 8, Section 5. Adopt BellSouth's proposed Optional Daily Usage File, Access Daily Usage File, and Enhanced Optional</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

		Daily Usage File in Attachment 8, Sections 5,6 and 7.
ISSUE 96: Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.?	Yes. Because central office conversions can involve taking down CLEC's switched services, WorldCom needs to receive specific written notice when such conversions will take place outside of the time window agreed to by the parties. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.	BellSouth agrees to provide notification to CLECs concerning central office conversions via web postings. This method of carrier notification is used for all CLECs and ensures that BellSouth treats all CLECs in a nondiscriminatory manner. Proposed Remedy: Adopt BellSouth's proposed language instead of that proposed by WorldCom in Section 6.2.4.
ISSUE 100: Should BellSouth operators be required to ask callers for their carrier of choice when such callers request a rate quote or time and charges?	Yes. BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges and then transfer the customer to that carrier. Proposed Remedy: WorldCom's proposed language should be adopted.	BellSouth's operators may respond to customer inquiries concerning rates and time charges for BellSouth's retail services. However, BellSouth is not obligated to inquire about a customer's carrier of choice, as requested by WorldCom, or to transfer such call to the customer's carrier of choice. Proposed Remedy: Reject WorldCom's proposed language.
ISSUE 101: Is BellSouth required to provide shared transport in connection with the provision of custom branding?	BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. WorldCom is not required to purchase dedicated transport. Proposed Remedy: WorldCom's proposed language should be adopted	Whether shared transport is available between an end office from which BellSouth provides unbundled local switching to WorldCom depends upon the type of customized routing functionality requested by WorldCom. With the Line Class Code method, dedicated trunk groups are required between BellSouth's end office

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

	and BellSouth's proposed language should be rejected.	switch and WorldCom's choice of operator services or directory services platform. With the AIN method of customized routing, shared trunk groups may be used between the BellSouth end office switch and the AIN hub location. Proposed Remedy: Adopt BellSouth's proposed language in Attachment 9, Section 2.2.4.3.3. Adopt BellSouth's proposed language instead of that proposed by WorldCom in Attachment 9, Sections 2.8.1 and 3.2.1.1. Reject WorldCom's proposed language in Attachment 9, Sections 2.8.1.1, 3.5.2 and 3.5.3.
ISSUE 105: What performance measurement system should BellSouth be required to provide?	BellSouth should use the performance measurement system outlined WorldCom's proposed Attachment 10, along with the attached WorldCom Measurements and Performance Standards, Version 1.3. Proposed Remedy: WorldCom's proposed language in Attachment 10 and the WorldCom Measurements and Performance Standards document should be adopted, and BellSouth's SQM should be rejected.	BellSouth's Service Quality Measurements ("SQM") provide a comprehensive set of performance measures that allow WorldCom and state commissions to determine that BellSouth is providing non-discriminatory access. The SQM's have been developed in response to and consistent with decisions of several state commissions in BellSouth's region. Proposed Remedy: Adopt BellSouth's proposed performance measurements in favor of those proposed by WorldCom.
ISSUE 107: Should the	Yes. There should be no	The language proposed by

TENNESSEE MATRIX OF UNRESOLVED ISSUES

DOCKET NO. 00-00309

NOVEMBER 13, 2000

<p>parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the interconnection agreements?</p>	<p>limitation of liability for material breaches of the interconnection agreements. Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>WorldCom regarding a liability cap for damages is not subject to the Section 251 requirements of the Act. WorldCom's proposed language is not appropriate for inclusion in the Interconnection Agreement, therefore, BellSouth proposes that the Authority reject WorldCom's language and approve only the language already agreed to by both parties. Proposed Remedy: Reject WorldCom's proposed language.</p>
<p>ISSUE 108: Should WorldCom be able to obtain specific performance as a remedy for BellSouth's breach of contract?</p>	<p>Services under the interconnection agreements are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the interconnection agreements. Proposed Remedy: WorldCom's proposed language should be adopted.</p>	<p>Specific performance is a remedy, not a requirement of Section 251 of the Act. To the extent WorldCom can show that it is entitled to obtain specific performance under Tennessee law, WorldCom can make this showing without agreement from BellSouth. Proposed Remedy: Reject WorldCom's proposed language.</p>
<p>ISSUE 109 Should BellSouth be required to post on its website all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the Authority? Should BellSouth be required to</p>	<p>BellSouth should permit WorldCom to substitute more favorable terms and conditions effective as of the date of WorldCom's request and interconnection agreements should be posted on BellSouth's web site to facilitate access. Proposed Remedy: WorldCom's proposed</p>	<p>WorldCom should be permitted to substitute more favorable terms and conditions consistent with the 1996 and applicable FCC rules. Because approved interconnection agreements are available from the Authority, BellSouth should not be required to post them on a</p>

TENNESSEE MATRIX OF UNRESOLVED ISSUES
DOCKET NO. 00-00309
NOVEMBER 13, 2000

<p>permit WorldCom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of WorldCom's request?</p>	<p>language should be adopted.</p>	<p>website, as WorldCom has requested, particularly agreements that have not even been approved. Proposed Remedy: Reject WorldCom's proposed language.</p>
<p>ISSUE 110: Should BellSouth be required to take all actions necessary to ensure that WorldCom confidential information does not fall into the hands of BellSouth's retail operations, and should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions?</p>	<p>Yes. BellSouth should take all measures necessary to protect WorldCom's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions. Proposed Remedy: WorldCom's proposed language should be adopted and BellSouth's proposed language should be rejected.</p>	<p>BellSouth is willing to take all reasonable actions necessary to ensure that WorldCom's confidential information does not fall into the hands of BellSouth's retail operations. The burden of proving that BellSouth has failed to do so should rest with WorldCom. However, BellSouth should not be strictly liable for taking all actions, as WorldCom proposes. Proposed Remedy: Where there is competing language, adopt BellSouth's proposed language in favor of that proposed by WorldCom.</p> <p>Reject the additional language proposed by WorldCom at the bottom of 20.1.1.1.</p>